



City of Austin

301 W. Second Street
Austin, TX

Agenda

Questions and Answers Report

Mayor Steve Adler

Mayor Pro Tem Kathie Tovo, District 9

Council Member Ora Houston, District 1

Council Member Delia Garz, District 2

Council Member Sabino "Pio" Renteria, District 3

Council Member Gregorio Casar, District 4

Council Member Ann Kitchen, District 5

Council Member Jimmy Flannigan, District 6

Council Member Leslie Pool, District 7

Council Member Ellen Troxclair, District 8

Council Member Alison Alter, District 10

Thursday, October 5, 2017

10:00 AM

Austin City Hall

Questions and Answer Report

The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.

QUESTIONS FROM COUNCIL

- 2** **Agenda Item #2:** Approve issuance of a rebate to Bassham Properties, for performing energy efficiency improvements at The Villages of Bella Vista located at 8515 Brodie Lane, in an amount not to exceed \$139,615.

QUESTION:

Is this property on the repeat offenders list? COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

No, this property is not on the repeat offenders list. Properties on the repeat offenders list for Code Department violations are not eligible to participate in Austin Energy's energy efficiency rebate programs. (The fact sheet attached to the RCA has a field to indicate that property is not on the repeat offender list.)

QUESTION:

In regards to multi-family properties, what are the eligibility requirements for AE's energy efficiency rebate program as it relates to outstanding Code Department complaints and violations? When will Council receive the quarterly report on the rental rates of properties that have participated in the rebate program? MAYOR PRO TEM TOVO'S OFFICE

ANSWER:

Properties on the repeat offenders list for Code Department violations are not eligible to participate in Austin Energy's energy efficiency rebate programs. (The fact sheet attached to the RCA has a field to indicate that property is not on the repeat offender list.)The next semi-annual report regarding the possible effects of participation in multifamily property energy efficiency rebate programs on rental prices is scheduled to be sent to Council in December of this year. This topic was scheduled to be discussed at an Austin Energy Utility Oversight Committee meeting earlier this year; however, that meeting was canceled and other items, such as the Resource Plan, took precedence.

- 4** **Agenda Item #4:** Approve a resolution authorizing acceptance of grants from the Federal Aviation Administration, the Department of Homeland Security, and other state and federal agencies for Austin-Bergstrom International Airport for Fiscal Year 2017-2018 in an amount not to exceed \$30,000,000.

QUESTION:

What projects, or examples of projects, will/can be executed with this grant funding?

ANSWER:

Airport projects executed with grant funding have included or may include the apron expansion project, electronic baggage screening, airport diesel-to-electric ground support equipment (GSE) replacement, explosives detection canine team, and checkpoints law enforcement officer reimbursement. Grant funding sources have included and may include the Federal Aviation Administration (FAA), Transportation Security Administration (TSA) and Environmental Protection Agency (EPA).

FAA Airport Improvement Program (AIP) grants may be used for planning and development, TSA grants are used for specific projects of National Explosives Detection Canine Team Program and Law Enforcement Office Reimbursement Agreement Program. EPA grant is specific to Diesel-to-Electric GSE Replacement Program.

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ABIA 2017 FAA Grant info:

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Under the AIP grant allocation system, airport safety and security projects are accorded the highest priority in AIP investments. They are followed in order of priority by projects that (1) preserve the existing airport infrastructure, (2) mitigate environmental effects, (3) bring airports

into compliance with standards, and (4) increase airport system capacity. For FAA fiscal year 2016-17, ABIA received \$12.3M in discretionary funding and \$2.6M in entitlement funding. For next year's FAA AIP grant application, the Aviation Department will be seeking an additional \$15M to fund the apron expansion project.

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Airports sponsors who accept a FAA grant offer are also accepting conditions and obligations associated with the grant (grant assurances). These include obligations to operate and maintain the airport in a safe and serviceable condition, not grant exclusive rights, mitigate hazards to airspace, and use airport revenue properly.

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The following list includes some of the major obligations an airport owner can incur when accepting a FAA grant:

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- Adhering to the approved airport layout plan
- Sale or disposal of federally acquired property
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ABIA development and maintenance requires consideration of a number of factors, they include; construct and expand airport facilities, maintain existing infrastructure, available land and facilities, airport obligation compliance, financial resources and sustainability. The award and use of FAA grants is significant for airport capital development and managing these important factors.

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Agenda Item #5: Authorize award and execution of a construction contract with Majestic Services, Inc., for the New Field Operations Facility project, in the amount of \$649,777 plus a \$64,977.70 contingency, for a total contract amount not to exceed \$714,754.70.

QUESTION:

How far is the current location of the offices for the field operations staff from the 42-acre site on Dalton Lane? How much is the yearly rental cost to use the currently occupied field office space? What is the breakdown of the total current expenses (rental fees, travel, lost production, etc.) as compared to the total cost of constructing the new Field Operations Facility?

COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

1. How far is the current location of the offices for the field operations staff from the 42-acre site on Dalton Lane?

The Watershed Protection Department (WPD) will be moving staff from two locations into the new facility at Dalton Lane. The WPD Field Operations facility is at the COA Harold Court site, 5.0 miles away from the Dalton Lane site, and the Ben White Facility is 4.8 miles away from the Dalton Lane site. It is important to note that crews from each of these sites must make multiple daily trips to the Dalton Lane site for materials pick up. That would be cut back drastically once staff is housed onsite with the materials.

2. How much is the yearly rental cost to use the currently occupied field office space?

Harold Court facilities are owned by COA, but are considerably undersized for employee housing needs. This site also has mold contamination in one of the crew trailers, rendering it useless for habitation. Currently WPD is paying \$5,000/month for another site - our Pond Maintenance facility on Ben White Blvd. This location also has low level asbestos and mold contamination. The building for the Dalton Lane site (which is owned by COA) has already been purchased and fabricated, and just awaits the foundation work from this construction contract in order to be installed, therefore there is no future rental cost associated with housing our crews at this location.

3. What is the breakdown of the total current expenses (rental fees, travel, lost production, etc.) as compared to the total cost of constructing the new Field Operations Facility?

We are working on calculating an accurate cost breakdown for each workgroup, but relocation will provide immediate improvements to costs associated with travel time to/from the materials storage on Dalton Lane, which is needed for daily work efforts. Both lost productive time and trip miles/fuel savings will be significant, given the improved adjacencies of crews and their equipment being housed onsite with their necessary materials. Even more importantly, our field operations crews would be housed in a safe, healthy facility that is city-owned.

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Agenda Item #8: Authorize the negotiation and execution of an amendment to the interlocal agreement with Austin Travis County Mental Health Mental Retardation Center D/B/A Integral Care (IC) for the Homeless Outreach Street Team (HOST), to connect homeless individuals and families with services necessary to begin their process of stability and recovery, by adding four 12-month renewal options, in the amount of \$242,354 per renewal option, beginning October 1, 2017, for a total increase in an amount not to exceed \$969,416, and a total contract amount not to exceed \$1,211,770.

QUESTION:

The backup for the Municipal Court item #8 provides percentages for the "Outcomes" of the number of contacts. Please provide actual numbers of contacts made COUNCIL MEMBER HOUSTON'S OFFICE.

ANSWER:

See attachment.

QUESTION: Please provide context as to how the outcomes in the agreement were set. COUNCIL MEMBER ALTER'S OFFICE

ANSWER: The objective of the program funded through this agreement is for Integral Care to

serve on a multidisciplinary team, referred to as HOST, including representatives from the Austin Police Department, Austin/Travis County Emergency Medical Services, Downtown Austin Community Court and Downtown Austin Alliance to reach out to homeless individuals in the downtown area, learn what challenges they face, and connect them to services such as medical and behavioral health care, case management, and housing. The outcomes were developed in collaboration with all members of HOST and the outcome goals were set based on the anticipated need of the services provided as well as historic program specific service utilization by homeless individuals in the downtown area. As more data is captured through the 2nd year of the HOST program, additional assessment of the outcome measures will be conducted to analyze its impact.

- 11** **Agenda Item #11:** Authorize execution of an interlocal agreement in the form of a memorandum of understanding with Travis County for the provision of fire safety inspections of mobile food vendors operating in the unincorporated area of Travis County for an initial twelve-month term with four 12-month renewal options.

QUESTION: Please share the entire agreement? How many fires have there been in the last 3 years for mobile vendors operating in the unincorporated area of Travis County? How many injuries resulted from those fires? Are there other health or safety issues to consider that have occurred in the last 3 years? COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER: The draft Memorandum of Understanding is the PDF attached. Austin Public Health does not track incidents of fire or injuries sustained in mobile vending units. We have contacted the Austin Fire Department and Travis County Fire Marshal's Office to determine if data exists on the number of fires and injuries related to mobile vending unit fires.

The City of Austin Fire Department has been performing fire safety inspections on mobile food trucks operating in the City of Austin in conjunction with Austin Public Health since 2010. Mobile vending units operating in the unincorporated areas of Travis County currently are not inspected for fire safety. Austin Public Health and Travis County seek to address this gap in fire safety inspections. This new requirement for the unincorporated areas of Travis County is supported by the National Fire Protection Association:

<http://www.nfpa.org/public-education/by-topic/property-type-and-vehicles/food-truck-safety>.

Austin Public Health was notified of and investigated the following mobile vending unit fires in City of Austin -

- 11/3/12: Collie's Real Serious Burgers, 1105 Springdale Road.
- 12/21/14: Bar B-Q to You, 3508 S. Lamar Blvd.

- 12** **Agenda Item #12:** Approve the negotiation and execution of an interlocal agreement with TRAVIS COUNTY for early childhood services for an initial 12-month term beginning October 1, 2017 in an amount not to exceed \$250,000, with one, 12-month extension option not to exceed \$150,000, for a total contract amount not to exceed \$400,000.

QUESTION:

Should the funding source cease to provide funding due to changes at the federal level, would the department discontinue this program? How would the department cover this need?

COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

Through federal 1115 Medicaid Waiver monies, Austin Public Health (APH) has been funding an

expansion of Travis County's Healthy Families program. If this federal funding is not continued, APH will continue to fund Travis County for this program expansion for up to two years using 1115 funds that APH has set aside for 1115 program sustainability.

- 13 Agenda Item #13:** Approve an ordinance authorizing acceptance of \$315,000 in grant funds from the Corporation for National and Community Service and amending the Fiscal Year 2017-2018 Austin Public Health Department Operating Budget Special Revenue Fund (Ordinance No. 20170913-001) to appropriate \$315,000 to implement the AmeriCorps Volunteers in Service to America Program.

QUESTION:

Will the Equity Office continue to receive support from VISTAs in this program year? Is there a way for VISTAs assigned to the Equity Office to be selected for bilingual capacity (as are the VISTAs in the Neighborhood Partnering Program) in order to better serve the community?
COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

The Equity Office would like to receive Vista support for the new program year. We are currently in the process of completing an application for Vista support and hope that we are a selected department to receive an assignment. In our application we are requesting Vistas that have multi-lingual capacity to assist with community engagement efforts.

- 14 Agenda Item #14:** Authorize negotiation and execution of a contract with Honeywell International, Inc. to provide maintenance, support, and related parts for the Honeywell energy management system, for a term of five years in an amount not to exceed \$570,2830.

QUESTION:

What is the total amount of funds remaining on the Austin Water contract which expires on January 7, 2018? By how much was the current funding on the Aviation contract overspent? Was the difference in any remaining funds between the Austin Water contract and Aviation contract applied to the new contract which is being requested? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

The total amount of authorization remaining on the current Austin Water Contract (which expires on January 7, 2018) will be approximately \$4,000. The annual authorization for the current Aviation contract was \$61,115 per year. The department spent this same amount, \$61,115 per year, for each of the contract's 10 years, except for 2 years, when the department required additional services. The additional spend in these two years (\$11,694 in 2012-13 and \$58,000 in 2015-16) were both within the City Manager's Authority. Any unused authorization remaining at the time of a contract's term expire with the contract and cannot be rolled into or applied to another contract.

- 16 Agenda Item 16:** Authorize negotiation and execution of a contract with JMR Technology, Inc. to provide an upgrade to the planning guidelines and design standard reporting software for the checked baggage inspection system, in an amount not to exceed \$292,430.

QUESTION: How long will it take to complete the upgrades to the existing UNI Planning Guidelines and Design Standards (UNI PGDS) reporting system? Will testing of the upgrades be performed during off-peak travel hours? What is the anticipated impact to airport customers? Please explain how the stored screened baggage information is utilized.

ANSWER:

How long will it take to complete the upgrades to the existing UNI Planning Guidelines and Design Standards (UNI PGDS) reporting system?

The upgrade process including software and hardware components for the existing UNI Planning Guidelines and Design Standards (UNI PGDS) reporting system will take approximately 14 weeks.

Will testing of the upgrades be performed during off-peak travel hours?

Testing of the upgrades will be performed during off-peak travel hours and will be conducted in a test environment prior to launching it to live production.

What is the anticipated impact to airport customers?

There is no anticipated impact to the airport customers or daily operations.

Please explain how the stored screened baggage information is utilized.

The stored screen baggage information is used to gauge the effectiveness and efficiency of the baggage screening system and to identify areas of concern that need to be addressed to improve the efficiency of the operation. Information collected could include:

- Travel time to process a bag from introduction into the system to final destination.
- Bag status as cleared, suspect, or unknown to gauge if there are communications problems with the Automation Control System.
- How long a suspect bag was in the hand search area prior to being cleared and routed to the final destination.
- Track each bag through the entire baggage handling system to the final destination.
- Daily baggage summary (number of bags, time to clear).
- Top 5 jam areas on the entire baggage handling system.
- Top 5 bag lost locations for the entire baggage handling system.
- Automatic tag reader read rates to determine the accuracy and efficiency of the automatic tag reader.

- 19** **Agenda Item #19:** Authorize award and execution of a contract with Sherman + Reilly Inc., to provide a trailer mounted underground cable puller, in an amount not to exceed \$126,841.

QUESTION:

Please provide documentation of the criteria used to request the replacement of the trailer mounted underground cable puller. What is the life expectancy in hours or mileage of use for a trailer mounted underground cable puller? How many hours or miles has the current cable puller been used? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

This mounted underground cable puller trailer is replacing unit 96K313. These types of machines have an expected useful life of 20 years and this unit has been in use by the City for the past 21 years, showing 10,315 hours of usage. The current unit was deemed eligible for replacement by a Fleet replacement inspection on June 3, 2016. In addition, due to the age of the unit, the availability of repair parts is starting to become an issue.

- 20** **Agenda Item #20:** Authorize award and execution of a multi-term contract with Elk Ridge Construction LLC, to provide grounds maintenance services for Austin Energy substations and other parcels, for up to five years for a total contract amount not to exceed \$496,450.

QUESTION:

For how many years was the previous contract? Why were there no subcontracting opportunities? Is this due to no registered minority agencies providing this service on the City's list or to agencies on the list being eliminated during a process of consideration by either Austin Energy, the Minority Owned and Women Owned Business Enterprise Procurement Program or purchasing (or otherwise not submitting a bid?). Please provide detail. COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

The previous contract was for five years. SMBR reviewed the scope of work and determined that there were no subcontracting opportunities. Therefore, no goals were established for this solicitation. This is consistent with landscape maintenance solicitations over the past several years. There are eight Minority and four Women Owned Business Enterprise vendors registered for this commodity code. Of the five bids received, one was from a certified MBE/WBE vendor. However, the recommended contractor has identified subcontracting opportunities and the resulting contract will include 3% MBE participation.

QUESTION:

How long has Elk Ridge received this contract? If not Elk Ridge, who has received this contract for the past fifteen years? COUNCIL MEMBER HOUSTON'S OFFICE.

ANSWER:

This is the first contract for Elk Ridge Construction LLC.

According to our records, the following companies were awarded a contract over the past 12 years* for landscaping services at various Austin Energy facilities:

Greater Texas Landscapes (issued a request for quote, to bridge gap) - 04/07/2017 - 09/30/2017
Greater Texas Landscapes - 03/21/2011 - 12/20/2016
Avery's Lawn Care & Landscape - according to an RCA there was a contract awarded to them on 4/29/2005 for five years

*according to city financial system and RCA records currently still retained .

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Agenda Item #21: Authorize negotiation and execution of three multi-term contracts with CLEAResult Consulting, Inc., Atlas Efficiency Solutions, LLC, and French Ventures, LLC, or one of the other qualified offerors to Request For Proposals RMJ0311, to provide home energy performance assessments, each for up to five years, with total combined contract amounts not to exceed \$1,744,125; divided among the contractors. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the goods and services required for this solicitation, there were an insufficient number of certified M/WBEs; therefore, no subcontracting goals were established.)

QUESTION:

How many assessments did Austin Energy conduct last year? Are they requested by the customer? How are the sites selected for assessment? Does the customer who is receiving the assessment pay the cost of the assessment or is it subsidized through rates? COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER:

1: How many assessments did Austin Energy conduct last year?

In total, almost 8,000 inspections will be completed in Energy Efficiency Services in Fiscal

Year 2017 (10/1/2016 - 9/30/2017).

2: Are they requested by the customer?

Inspections are requested by the customer for the Onsite Energy Advisor or High Usage Program. All other inspections are determined by AE per program guidelines.

3: How are the sites selected for assessment?

Working with the participating contractor associated with the AE energy efficiency programs, rebate applications are submitted. All rebate programs guidelines specify the level of inspections and testing required. In addition, all programs have a random sampling of enrollments from a QAQC review. Energy Advisor works with Customer Care and customers to identify ways in which to address high bill complaint inspections which may include audits of the property.

4: Does the customer who is receiving the assessment pay the cost of the assessment or is it subsidized through rates?

The cost of assessment is paid from the Community Benefit Charge Energy Efficiency bill revenue line item. Customers do not pay additionally for QA/QC inspections.

24

Agenda Item #24: Authorize negotiation and execution of a multi-term contract with Stanley Convergent Security Solutions Inc., to provide an electronic alarm system which includes monitoring, maintenance, and installation services, for up to three years for a total contract amount not to exceed \$855,000. (Note: Sole source contracts are exempt from the City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established.)

QUESTION:

The three departments mentioned have \$245,000 in place for the first year of obligations under this arrangement, will any difference in monies be covered in the year two of the first two year term? Why was less than \$285,000 (the amount for any single year) included in the 2017-2018 budget? COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

See attachment.



Recommendation for Action

File #: 17-995, Agenda Item #: 2

10/5/2017

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Recommendation for Action

File #: 17-1002, Agenda Item #: 4

10/5/2017

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Recommendation for Action

File #: 17-984, Agenda Item #: 5

10/5/2017

Agenda Item

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10/5/2017

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Council Question and Answer

Related To

Item #8

Meeting Date

October 5, 2017

Additional Answer Information

QUESTION:

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ANSWER:

Outcome	FY17 Actual as of 7/31/17	FY18 Proposed
# of contacts who receive medical services	171	60
# of contacts diverted from ER visit	64	30
# of contacts diverted from psychiatric emergency department	27	30
# of contacts diverted from criminal justice involvement	19	60
# of contacts connected to mental health services	97	90
# of contacts connected to substance use treatment services	38	30



Recommendation for Action

File #: 17-903, **Agenda Item #:** 11

10/5/2017

Agenda Item

Agenda Item #11: Authorize execution of an interlocal agreement in the form of a memorandum of understanding with Travis County for the provision of fire safety inspections of mobile food vendors operating in the unincorporated area of Travis County for an initial twelve-month term with four 12-month renewal options.

QUESTION: Please share the entire agreement? How many fires have there been in the last 3 years for mobile vendors operating in the unincorporated area of Travis County? How many injuries resulted from those fires? Are there other health or safety issues to consider that have occurred in the last 3 years? COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER: The draft Memorandum of Understanding is the PDF attached. Austin Public Health does not track incidents of fire or injuries sustained in mobile vending units. We have contacted the Austin Fire Department and Travis County Fire Marshal's Office to determine if data exists on the number of fires and injuries related to mobile vending unit fires.

The City of Austin Fire Department has been performing fire safety inspections on mobile food trucks operating in the City of Austin in conjunction with Austin Public Health since 2010. Mobile vending units operating in the unincorporated areas of Travis County currently are not inspected for fire safety. Austin Public Health and Travis County seek to address this gap in fire safety inspections. This new requirement for the unincorporated areas of Travis County is supported by the National Fire Protection Association:

<http://www.nfpa.org/public-education/by-topic/property-type-and-vehicles/food-truck-safety>.

Austin Public Health was notified of and investigated the following mobile vending unit fires in City of Austin -

- 11/3/12: Collie's Real Serious Burgers, 1105 Springdale Road.
- 12/21/14: Bar B-Q to You, 3508 S. Lamar Blvd.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" or "Agreement") is between Travis County (the "County"), a political subdivision of the State of Texas, and the City of Austin (the "City"), a municipal corporation and political subdivision of the State of Texas, together, the "Parties."

Recitals

- (1) On October 1, 2013, the City and County entered into an interlocal cooperation agreement to provide public health services through the collaborative use of City and County staff and other resources, and that interlocal cooperation agreement, as amended since its effective date, is referred to herein as the "Public Health Services Interlocal."
- (2) Among other things, the Public Health Services Interlocal sets forth the terms and conditions under which the Austin Public Health Department's Environmental Health Services Division ("EHSD") provides food safety inspection services for the County with respect to food establishments that operate in the unincorporated areas of the County.
- (3) In this Agreement, "Unrestricted Mobile Food Vendor" means a Mobile Food Establishment that is an unrestricted unit, as defined in City of Austin Code Section 10-3-1(b), and is intended to be operated in an unincorporated area of the County.
- (4) The Public Health Services Interlocal does not address fire safety inspections of Unrestricted Mobile Food Vendors.
- (5) The purpose of this MOU is to identify and define the responsibilities of the County and the City with respect to fire safety inspections of Unrestricted Mobile Food Vendors and the collection of fees therefor.

In consideration of these recitals and mutual covenants in this Agreement, the Parties agree as follows:

SECTION 1. EHSD AGREES TO PERFORM AS FOLLOWS:

- (A) Collect and process applications for Unrestricted Mobile Food Vendors and schedule fire safety inspections of Unrestricted Mobile Food Vendors, using the process outlined in Exhibit A (which is attached and incorporated herein for all purposes) or a similar process agreed upon by EHSD and the Travis County Fire Marshal's Office, for Tuesdays and Thursdays, from the hours of 8:00 AM – 12:00 PM, and providing space for the Travis County Fire Marshal's Office to conduct those inspections;
- (B) Collect fire safety inspection fees on behalf of the County for Travis County Fire Marshal's Office inspections of Unrestricted Mobile Food Vendors and remit those fire safety inspection fees to the County in accordance with EHSD budget procedures and Section 3 of this Agreement;
- (C) Issue an EHSD decal to Unrestricted Mobile Food Vendors that have passed:

- (1) health code inspections conducted by EHSD staff in accordance with the Public Health Services Interlocal and
- (2) fire safety inspections conducted by the Travis County Fire Marshal's Office; and
- (D) On each Friday or, if a Friday falls on a City holiday, on the first business day before that Friday, provide to the Travis County Fire Marshal's Office, via email or other method of electronic communication agreed upon by the Travis County Fire Marshal and the Director of Austin Public Health, a schedule of the Unrestricted Mobile Food Vendor fire safety inspections that EHSD has coordinated for the following Tuesday and Thursday; and
- (E) Provide advance notice pursuant to Section 5(H) of this Agreement of at least one week, when possible, that EHSD offices will be closed.

SECTION 2. THE TRAVIS COUNTY FIRE MARSHAL'S OFFICE WILL:

- (A) Provide County staff to conduct fire safety inspections of Unrestricted Mobile Food Vendors on Tuesdays and Thursdays, at the appointment times set by EHSD and about which EHSD has notified the Travis County Fire Marshal's Office, until fire safety inspections of Unrestricted Mobile Food Vendors scheduled for that day are completed;
- (B) Provide advance notice pursuant to Section 5(H). of at least one week, when possible, that County staff will not be available; and
- (C) Provide a single point of contact for all customer concerns/questions regarding fire safety inspections of Unrestricted Mobile Food Vendors.

SECTION 3. COLLECTION AND REMISSION OF FEES AND RECORDKEEPING

(A) Collection of Fire Safety Inspection Fees.

- (1) EHSD may accept fire safety inspection fees in the form of cash, checks, and money orders.
- (2) EHSD must require that all Unrestricted Mobile Food Vendors who pay for fire safety inspection fees by check or money order to make those instruments payable to the order of the Travis County Fire Marshal's Office.
- (3) EHSD must maintain all funds collected for fire safety inspection fees pursuant to this Agreement separately from all other funds the City or EHSD maintains or collects.
- (4) EHSD will remit fire safety inspection fees to a designated County account once a week or another fixed, regularly recurring period of time mutually agreed to by the Parties.

- (B) Maintenance of Records. EHSD must maintain records regarding each fire safety inspection fee collected and make these available for inspection and copying by County staff and their duly authorized representatives for at least four years after the fee is

collected by EHSD, and **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, THE CITY'S DUTY TO MAINTAIN THESE RECORDS AND MAKE THEM AVAILABLE TO THE COUNTY WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.** For each fire safety inspection fee collected, EHSD's records must include the following information:

- (1) A copy of the receipt provided to the payor;
- (2) The permit number associated with each receipt;
- (3) Payor information and vendor information (including name and address of the payor and vendor and, if provided by the payor, a phone number for the payor and vendor);
- (4) Information as to whether the fee was made by cash, check, or money order;
- (5) The amount received;
- (6) The amount applied;
- (7) A copy of the check or money order if the fee was paid by check or money order;
- (8) The amount deposited;
- (9) A copy of the deposit slip; and
- (10) Any other information required to be maintained by County Auditor about which the County has provided EHSD notice.

- (C) Changes in County Fees. EHSD understands and agrees that any changes in the County's fire safety inspection fee must be processed according to County policies and procedures and applicable laws, including public hearings and Commissioner Court approval. No change in any County fire safety inspection fee will be made without written notice from the County of the completion of such process and the identification of the change in the fee.

SECTION 4. LIABILITY

- (A) To the extent allowed by Texas law, the City and the County agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.
- (B) Neither City nor the County guarantees or has any obligation to ensure that mobile food operator equipment meets fire safety codes.
- (C) City shall assume no liability of injuries to mobile food operators or County staff caused by the conditions inside mobile food units.
- (D) Jurisdiction and Venue. This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. The courts of Texas shall have jurisdiction of any dispute arising out of or concerning this Agreement, either administrative or judicial, and venue shall be proper and lie exclusively in Travis County, Texas.

SECTION 5. MISCELLANEOUS

- (A) The Parties agree that no fire safety inspections will be scheduled for or be conducted on any official City or County holidays.
- (B) Completion of the terms of this Agreement by either party shall be contingent upon annual authorized funding by the City and the Travis County Commissioners Court.
- (C) Any and all costs incurred in the discharge of the respective obligations of the Parties shall be paid from current revenues.
- (D) This MOU shall be of no force or effect should either body fail to fund the obligations assumed hereunder.
- (E) This MOU supersedes all other agreements, either oral or in writing, between the parties to this MOU, with respect to the subject matter of this MOU. This MOU contains the entire understanding of the parties and of the covenants and agreements between the parties and all of the covenants and agreements between the parties with respect to the subject matter of the MOU. The Recitals and all terms defined therein are incorporated into this MOU for all purposes. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.
- (F) This Agreement may be terminated by either party by giving 30 days written notice of termination to the other party without the necessity of determining default or giving cause.
- (G) Force Majeure. In the event that the performance by the County or the City or any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- (H) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

COUNTY: Tony Callaway (or successor)
Travis County Fire Marshal
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt requested not required): David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748

Austin, Texas 78767
Attention: File Number 330.44

And to: Bonnie S. Floyd, MBA, CPPO, CPPB (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

CITY: Elaine Hart
Interim City Manager
P.O. Box 1088
Austin, Texas 78767

With copies to (registered or certified mail with return receipt requested not required): Stephanie Y. Hayden
Austin Public Health Interim Director
P.O. Box 1088
Austin, Texas 78767

And to: City Attorney
301 West Second Street, Fourth Floor
Austin, Texas 78701

Don Hastings, Assistant Director
Environmental Health Services Division
P.O. Box 1088
Austin, Texas 78767

- (I) Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.
- (J) Term. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement. The initial twelve-month term of this Agreement begins on the date the Agreement is signed by the last of the parties (the "Effective Date") and will be renewed automatically for four successive 12-month terms, unless amended or terminated in accordance with other provisions of this Agreement.

Each of the signatories to this Agreement represents and warrants that he or she is duly authorized to sign this in the capacity indicated.

[Signatures on following page]

TRAVIS COUNTY, TEXAS

AUG 29 2017

DATE


Sarah Eckhardt, Travis County Judge

CITY

DATE

Sara Hensley, Assistant City Manager

AUSTIN PUBLIC HEALTH

DATE

Stephanie Y. Hayden, Interim Director

Exhibit A

Mobile Unit Inspection Scheduling Example

Segment	Time	City of Austin		Travis County	
Health & Fire	8:00 – 8:30	MV – F,H	MV – F,H	MV – F,H	MV – F,H
	8:30 – 9:00	MV – F,H	MV – F,H	MV – F,H	MV – F,H
	9:00 – 9:30	MV – F,H	MV – F,H	MV – F,H	MV – F,H
	9:30 – 10:00	MV – F,H	MV – F	MV – F,H	MV – F,H
	10:00 – 10:30	MV – F	MV – F	MV – F	MV – F
Health Only	10:30 – 11:00	MV – H	MV – H		
	11:00 – 11:30	MV – H	MV – H		
	11:30 – 12:00	MV – H	MV – H		
	12:00 – 12:30	MV – H	MV – H		

Procedure for Scheduling Mobile Unit Inspections

Mobile Vending inspections occur Tuesdays and Thursdays during a four and a half hour time block (8:00 AM – 12:30 PM). The inspection time block is broken into two time segments: Health & Fire (8:00 AM – 10:30 AM) and Health Only (10:30 – 12:00 PM). Each segment is broken into thirty minute appointment windows. Appointments windows overlap in time, but are limited in the number of inspections allowed.

EHSD will schedule appointments for the first available day and time, whenever possible. Schedule appointments during each time window. Do not begin scheduling in the next time window until previous time window is completely full. (*See Example*)

For mobile units requiring only a health inspection: Schedule inspections during the 'Health Only' time segment. Schedule beginning at the 12:00 – 12:30 appointment window and advance upwards in time after appointment window is full. Do not schedule more than two appointments per time window. For mobile units requiring health only inspections the operational area does not factor into the schedule.

For mobile units requiring only fire or a health and fire inspection: Schedule inspections during the 'Health & Fire' time segment. Schedule beginning at the 8:00 – 8:30 appointment window and advance downwards in time after appointment window is full. Do not schedule more than two appointments for City of Austin inspections per time window. Do not schedule more than two appointments for Travis County inspections per time window.

Additional Notes

On each Friday or, if a Friday falls on a City holiday, on the first business day before that Friday, the Customer Service Representative Senior will provide to the Travis County Fire Marshal's Office, via email or other method of electronic communication agreed upon by the Travis County Fire Marshal and the Director of Austin Public Health, a schedule of the Unrestricted Mobile Food Vendor fire safety inspections that EHSD has coordinated for the following Tuesday and Thursday.



Recommendation for Action

File #: 17-994, Agenda Item #: 12

10/5/2017

Agenda Item

Agenda Item #12: Approve the negotiation and execution of an interlocal agreement with TRAVIS COUNTY for early childhood services for an initial 12-month term beginning October 1, 2017 in an amount not to exceed \$250,000, with one, 12-month extension option not to exceed \$150,000, for a total contract amount not to exceed \$400,000.

QUESTION:

Should the funding source cease to provide funding due to changes at the federal level, would the department discontinue this program? How would the department cover this need? COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

Through federal 1115 Medicaid Waiver monies, Austin Public Health (APH) has been funding an expansion of Travis County's Healthy Families program. If this federal funding is not continued, APH will continue to fund Travis County for this program expansion for up to two years using 1115 funds that APH has set aside for 1115 program sustainability.



Recommendation for Action

File #: 17-997, Agenda Item #: 13

10/5/2017

Agenda Item

Agenda Item #13: Approve an ordinance authorizing acceptance of \$315,000 in grant funds from the Corporation for National and Community Service and amending the Fiscal Year 2017-2018 Austin Public Health Department Operating Budget Special Revenue Fund (Ordinance No. 20170913-001) to appropriate \$315,000 to implement the AmeriCorps Volunteers in Service to America Program.

QUESTION:

Will the Equity Office continue to receive support from VISTAs in this program year? Is there a way for VISTAs assigned to the Equity Office to be selected for bilingual capacity (as are the VISTAs in the Neighborhood Partnering Program) in order to better serve the community? COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

The Equity Office would like to receive Vista support for the new program year. We are currently in the process of completing an application for Vista support and hope that we are a selected department to receive an assignment. In our application we are requesting Vistas that have multi-lingual capacity to assist with community engagement efforts.



Recommendation for Action

File #: 17-1001, Agenda Item #: 14

10/5/2017

Agenda Item

Agenda Item #14: Authorize negotiation and execution of a contract with Honeywell International, Inc. to provide maintenance, support, and related parts for the Honeywell energy management system, for a term of five years in an amount not to exceed \$570,2830.

QUESTION:

What is the total amount of funds remaining on the Austin Water contract which expires on January 7, 2018? By how much was the current funding on the Aviation contract overspent? Was the difference in any remaining funds between the Austin Water contract and Aviation contract applied to the new contract which is being requested? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

The total amount of authorization remaining on the current Austin Water Contract (which expires on January 7, 2018) will be approximately \$4,000. The annual authorization for the current Aviation contract was \$61,115 per year. The department spent this same amount, \$61,115 per year, for each of the contract's 10 years, except for 2 years, when the department required additional services. The additional spend in these two years (\$11,694 in 2012-13 and \$58,000 in 2015-16) were both within the City Manager's Authority. Any unused authorization remaining at the time of a contract's term expire with the contract and cannot be rolled into or applied to another contract.



Recommendation for Action

File #: 17-986, Agenda Item #: 16

10/5/2017

Agenda Item

Agenda Item 16: Authorize negotiation and execution of a contract with JMR Technology, Inc. to provide an upgrade to the planning guidelines and design standard reporting software for the checked baggage inspection system, in an amount not to exceed \$292,430.

QUESTION: How long will it take to complete the upgrades to the existing UNI Planning Guidelines and Design Standards (UNI PGDS) reporting system? Will testing of the upgrades be performed during off-peak travel hours? What is the anticipated impact to airport customers? Please explain how the stored screened baggage information is utilized.

ANSWER:

How long will it take to complete the upgrades to the existing UNI Planning Guidelines and Design Standards (UNI PGDS) reporting system?

The upgrade process including software and hardware components for the existing UNI Planning Guidelines and Design Standards (UNI PGDS) reporting system will take approximately 14 weeks.

Will testing of the upgrades be performed during off-peak travel hours?

Testing of the upgrades will be performed during off-peak travel hours and will be conducted in a test environment prior to launching it to live production.

What is the anticipated impact to airport customers?

There is no anticipated impact to the airport customers or daily operations.

Please explain how the stored screened baggage information is utilized.

The stored screen baggage information is used to gauge the effectiveness and efficiency of the baggage screening system and to identify areas of concern that need to be addressed to improve the efficiency of the operation. Information collected could include:

- Travel time to process a bag from introduction into the system to final destination.
- Bag status as cleared, suspect, or unknown to gauge if there are communications problems with the Automation Control System.
- How long a suspect bag was in the hand search area prior to being cleared and routed to the final destination.
- Track each bag through the entire baggage handling system to the final destination.
- Daily baggage summary (number of bags, time to clear).
- Top 5 jam areas on the entire baggage handling system.
- Top 5 bag lost locations for the entire baggage handling system.
- Automatic tag reader read rates to determine the accuracy and efficiency of the automatic tag reader.



Recommendation for Action

File #: 17-987, Agenda Item #: 19

10/5/2017

Agenda Item

Agenda Item #19: Authorize award and execution of a contract with Sherman + Reilly Inc., to provide a trailer mounted underground cable puller, in an amount not to exceed \$126,841.

QUESTION:

Please provide documentation of the criteria used to request the replacement of the trailer mounted underground cable puller. What is the life expectancy in hours or mileage of use for a trailer mounted underground cable puller? How many hours or miles has the current cable puller been used? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

This mounted underground cable puller trailer is replacing unit 96K313. These types of machines have an expected useful life of 20 years and this unit has been in use by the City for the past 21 years, showing 10,315 hours of usage. The current unit was deemed eligible for replacement by a Fleet replacement inspection on June 3, 2016. In addition, due to the age of the unit, the availability of repair parts is starting to become an issue.



Recommendation for Action

File #: 17-998, Agenda Item #: 20

10/5/2017

Agenda Item

Agenda Item #20: Authorize award and execution of a multi-term contract with Elk Ridge Construction LLC, to provide grounds maintenance services for Austin Energy substations and other parcels, for up to five years for a total contract amount not to exceed \$496,450.

QUESTION:

For how many years was the previous contract? Why were there no subcontracting opportunities? Is this due to no registered minority agencies providing this service on the City's list or to agencies on the list being eliminated during a process of consideration by either Austin Energy, the Minority Owned and Women Owned Business Enterprise Procurement Program or purchasing (or otherwise not submitting a bid?). Please provide detail. COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

The previous contract was for five years. SMBR reviewed the scope of work and determined that there were no subcontracting opportunities. Therefore, no goals were established for this solicitation. This is consistent with landscape maintenance solicitations over the past several years. There are eight Minority and four Women Owned Business Enterprise vendors registered for this commodity code. Of the five bids received, one was from a certified MBE/WBE vendor. However, the recommended contractor has identified subcontracting opportunities and the resulting contract will include 3% MBE participation.

QUESTION:

How long has Elk Ridge received this contract? If not Elk Ridge, who has received this contract for the past fifteen years? COUNCIL MEMBER HOUSTON'S OFFICE.

ANSWER:

This is the first contract for Elk Ridge Construction LLC.

According to our records, the following companies were awarded a contract over the past 12 years* for landscaping services at various Austin Energy facilities:

Greater Texas Landscapes (issued a request for quote, to bridge gap) - 04/07/2017 - 09/30/2017

Greater Texas Landscapes - 03/21/2011 - 12/20/2016

Avery's Lawn Care & Landscape - according to an RCA there was a contract awarded to them on 4/29/2005 for five years

*according to city financial system and RCA records currently still retained .



Recommendation for Action

File #: 17-904, Agenda Item #: 21

10/5/2017

Agenda Item

Agenda Item #21: Authorize negotiation and execution of three multi-term contracts with CLEAResult Consulting, Inc., Atlas Efficiency Solutions, LLC, and French Ventures, LLC, or one of the other qualified offerors to Request For Proposals RMJ0311, to provide home energy performance assessments, each for up to five years, with total combined contract amounts not to exceed \$1,744,125; divided among the contractors. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the goods and services required for this solicitation, there were an insufficient number of certified M/WBEs; therefore, no subcontracting goals were established.)

QUESTION:

How many assessments did Austin Energy conduct last year? Are they requested by the customer? How are the sites selected for assessment? Does the customer who is receiving the assessment pay the cost of the assessment or is it subsidized through rates? COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER:

1: How many assessments did Austin Energy conduct last year?

In total, almost 8,000 inspections will be completed in Energy Efficiency Services in Fiscal Year 2017 (10/1/2016 - 9/30/2017).

2: Are they requested by the customer?

Inspections are requested by the customer for the Onsite Energy Advisor or High Usage Program. All other inspections are determined by AE per program guidelines.

3: How are the sites selected for assessment?

Working with the participating contractor associated with the AE energy efficiency programs, rebate applications are submitted. All rebate programs guidelines specify the level of inspections and testing required. In addition, all programs have a random sampling of enrollments from a QAQC review. Energy Advisor works with Customer Care and customers to identify ways in which to address high bill complaint inspections which may include audits of the property.

4: Does the customer who is receiving the assessment pay the cost of the assessment or is it subsidized through rates?

The cost of assessment is paid from the Community Benefit Charge Energy Efficiency bill revenue line item. Customers do not pay additionally for QA/QC inspections.



Recommendation for Action

File #: 17-999, **Agenda Item #:** 24

10/5/2017

Agenda Item

Agenda Item #24: Authorize negotiation and execution of a multi-term contract with Stanley Convergent Security Solutions Inc., to provide an electronic alarm system which includes monitoring, maintenance, and installation services, for up to three years for a total contract amount not to exceed \$855,000. (Note: Sole source contracts are exempt from the City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established.)

QUESTION:

The three departments mentioned have \$245,000 in place for the first year of obligations under this arrangement, will any difference in monies be covered in the year two of the first two year term? Why was less than \$285,000 (the amount for any single year) included in the 2017-2018 budget? COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

See attachment.



Council Question and Answer

Related To

Item #24

Meeting Date

October 5, 2017

Additional Answer Information

QUESTION:

The three departments mentioned have \$245,000 in place for the first year of obligations under this arrangement, will any difference in monies be covered in the year two of the first two year term? Why was less than \$285,000 (the amount for any single year) included in the 2017-2018 budget? COUNCIL MEMBER ALTER'S

ANSWER:

Yes, the difference will be covered in year two of the first term, the estimated annual spend by department is outlined as follows:

Department Breakdown	Austin Public Health	PARD	Muni Court	Total
Year 1 (FY 2017 – 2018)	\$120,000	\$120,000	\$5,000	\$245,000
Year 2 (FY 2018 – 2019)	\$145,000	\$145,000	\$5,000	\$295,000
Year 3 (FY 2019 – 2020)	\$155,000	\$155,000	\$5,000	\$315,000
Total	\$420,000	\$420,000	\$15,000	\$855,000

The Fiscal Year 2017-2018 budget amount is based on vendor cost proposals, annual operating expenses for leased equipment, and past invoices. Fiscal Year 2018 – Fiscal Year 2020 budgets include vendor cost proposals, annual operating expenses for leased equipment, as well as departments planning for unknown repairs and construction projects that require system expansion in existing facilities. New project examples include, but are not limited to, the new Animal Shelter Project where the existing security and monitoring system is scaled out to the new building and the new Parks and Recreation (PARD) and Austin Public Health combined facility on Montopolis where PARD will expand their security and monitoring system.